

SERIAL 09030 SS RISK MASTER SOFTWARE

DATE OF LAST REVISION: June 23, 2010

CONTRACT END DATE: February 28, 2014

**CONTRACT PERIOD BEGINNING FEBRUARY 12, 2009
ENDING FEBRUARY 28, 2014**

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **RISK MASTER SOFTWARE**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Risk Management Agreement No. 0050011-1 Risk Master Software. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at: http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 20800.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

Computer Sciences Corporation
Addendum - MESA
September 4, 2008 - Prices Valid Until 1/31/09

Agreement No. 005011-1

Addendum No. _____

This Addendum is effective January 1, 2009 ("Anniversary Date"), and is by and between **Computer Sciences Corporation ("CSC")** as successor in interest to DORN Technology Group, Inc. and **Maricopa County ("Customer")** located at 301 West Jefferson, Suite 960, Phoenix, AZ 85003 and is hereby made a part of and incorporated into the "Easy Contract" Standard Terms and Conditions Agreement No. 005011-1 ("Agreement") and any Addendums to the Agreement by and between DORN Technology Group, Inc. and Customer. In the event that any provision of this Addendum and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Addendum shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement.

CSC and Customer hereby agree as follows:

1. Definitions

1.1 Annual (MESA) Charge ("AMC"): The amount of money to be paid annually to CSC by Customer for the right to receive MESA for RISKMASTER. MESA is defined in Section 1.4.

1.2 Authorized Location: The location where Customer's server resides which is listed below and is owned and operated by Customer. CSC is only obligated to provide Maintenance and Enhancements at the Authorized Location. Customer may change the Authorized Location upon written notice to CSC.

222 N. Central Avenue, #1110
Phoenix, AZ 85004

1.3 Documentation: Written materials and manuals (and machine-readable text subject to display and printout) describing the functional processes, assumptions, specifications and principles of operation of the computer programs to a System and designated as the official documentation to such System by CSC.

1.4 MESA: The collective reference to Maintenance, Enhancements and Services Available.

1.4.1 Maintenance: The correction of a Nonconformity, at CSC's expense, in the most current Release of a System for those parts of such System which have not been modified or affected by any modification.

1.4.2 Nonconformity: A failure of the computer programs of a "System" to operate in accordance with such System's manuals designated by CSC and provided to Customer as Documentation to such programs.

1.4.3 Enhancements: Any addition to, change in or modification of the most current Release of a System which CSC makes generally available to licensees of the System, at CSC's expense, if and when such development is completed.

1.4.4 Services Available: Services other than Maintenance and Enhancements which are available during the MESA Term at CSC's then current charges and conditions.

1.5 MESA Term: The period during which CSC shall be obligated to provide MESA for a System.

1.6 Release: An edition of the entire System which is made generally available to licensees of the System with MESA in force and which is the most current edition of the System at the time of such general availability.

1.7 System: For purposes of this MESA Addendum shall mean RISKMASTER. A System includes all materials related thereto supplied to Customer under this Agreement, which may include, without limitation, Documentation, flow charts, logic diagrams, source codes, object codes, and materials of any type whatsoever (tangible or intangible and machine or human readable) which incorporate or reflect the design, specifications, or workings of such programs and any changes, additions or modifications provided through Maintenance or Enhancements. System may refer to more than one System, despite the use of the singular.

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2. MESA

- 2.1 CSC shall provide MESA to Customer at the Authorized Location for one production copy and one non-production testing copy of a System during the MESA Term subject to the conditions set forth below. A duplicate copy of the server version may be placed on server(s) in the Customer's Disaster Recovery data center at Customer's expense and at no additional fee to CSC.
- 2.2 Provided that Customer is current on its MESA obligations hereunder, CSC will provide Maintenance services for up to two (2) pre-authorized Customer staff members. Such support will be provided by telephone, internet or at CSC's product center office during CSC's normal business hours which are Monday through Friday 8:00 a.m. to 8:30 p.m., EST (or EDT as applicable excluding CSC holidays). These services shall not include customized report preparation, on or offsite training, SORTMASTER report creation, or data validation clean up, which services are more properly covered under a separate agreement or work order at the applicable hourly rate.
- 2.3 In order to receive Maintenance, Customer shall advise CSC of a suspected Nonconformity and shall submit all necessary Documentation for Nonconformity determination by CSC. If the Nonconformity prevents Customer's processing of substantially all of its data, CSC shall provide immediate Maintenance services at the Authorized Location. Maintenance will normally be performed at CSC's offices and the materials and instructions necessary to correct the Nonconformity shall be delivered to Customer.
- 2.4 The cost associated with installing Maintenance and Enhancements is Customer's responsibility.
- 2.5 Customer is encouraged to participate in the following activities including: (i) providing a written quarterly confirmation report of any new or anticipated Customer priorities and service requests, (ii) sending in CSC support surveys, securing any necessary support, or obtaining software upgrades or revisions for Third Party Products, (iii) editing, validating and auditing Customer site software, including all Customer data entry work, on a monthly basis, (iv) participating in ongoing CSC recommended Product training sessions, (v) documenting and defining in writing any internal procedures, support issues or requests not addressed by the daily CSC support process, (vi) securing, testing, maintaining and updating hardware, operating system software, available telephone lines, network communication equipment support, and other maintenance peripherals or printers in accordance with the then current system requirements, (vii) upgrading Customer's software system using the upgrade programs provided by CSC unless contracted for as a separate service activity, and (viii) monitoring and correcting Customer's computer system's exposure to computer virus related programs.
- 2.6 The following activities are not included in the scope of Maintenance services: (i) hardware support, (ii) operating system support, (iii) custom programming or custom report creation, (iv) BIS or SORTMASTER report creation; (v) general systems management, (vi) data validation or clean up; (vii) moving Customer data, (viii) moving, relocating or reinstalling software programs or printers, (ix) verification or correction of errors that result from data entry or procedural errors, (x) unauthorized third party report writers, (xi) on or off site training or (xii) other services more properly covered under a separate agreement or work order at the applicable hourly rate.

3. MESA TERM AND FEES

- 3.1 CUSTOMER is hereby renewing its MESA under the terms of this Addendum for the following MESA Term:

☒ 5 Year MESA Term

- 3.2 The MESA Term shall begin on the Anniversary Date and continue until expiration of the MESA Term. The annual MESA fee is:

Year 1 - \$9,143.82

Year 2 - \$9,509.57

Year 3 - \$9,889.96

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Year 4 - \$10,285.55

Year 5 - \$10,696.98

- 3.3 CSC will invoice Customer annually prior to the Anniversary Date. Upon conclusion of the Current MESA Term, the Customer Software Support Services fee can be increased to CSC's then current rate at the time of renewal. For Year 1, CSC shall invoice Customer upon execution of this Addendum.
- 3.4 CSC reserves the right to increase the MESA annual fee if the Customer increases the number of workstations / modules licensed after September 4, 2008. Increases will be synchronized on an annual basis.
- 3.5 Customer acknowledges that at the end of the MESA Term, MESA can be renewed at the rate in effect for the immediately preceding MESA year subject to a maximum annual increase of 6% per year. .
- 3.6 The cancellation provisions of A.R.S. section 38-511 apply to this Agreement.
- 3.7 The provisions stated in Exhibit A attached hereto are incorporated by reference.
- 3.8 All other terms and conditions of the "Agreement" as previously amended by the parties, remain unchanged and shall be in full force and effect.

Total Addendum Amount: \$49,525.88

Note 1: CUSTOMER acknowledges that the above MESA fee reflects software licensed through September 4, 2008. Software licensed after September 4, 2008 will be subject to a supplementary invoice until the completion of the current renewal, negotiation and approval activities as required by the Customer Government Procurement statutes.

CSC and CUSTOMER certify by their undersigned authorized agents that they have read this Addendum and the Agreement and agree to be bound by their terms and conditions.

CSC
Computer Sciences Corporation

Customer
Maricopa County

By: _____

(Authorized Signature)
(in non-black ink, please)

Raymond A. August

(Name)

President, P & C Insurance FSS

(Title)

11/30/09

(Execution Date)

By: _____

(Authorized Signature)
(in non-black ink, please)

WALTER WEGELAR

(Name)

Deputy Mat. Mgt. Director

(Title)

02-12-09

(Execution Date)

APPROVED AS TO FORM
this 10th day of Feb, 2009

ANDREW THOMAS
Maricopa County Attorney

By: _____

Roberto Pulveda
Deputy County Attorney

Exhibit A

1.1 E-VERIFICATION OF EMPLOYEES

CSC warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- 1.1.1 CSC and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;
- 1.1.2 That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement;
- 1.1.3 That Customer retains the legal right to review the employment records of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor are legally employed and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and
- 1.1.4 That nothing herein shall make CSC or any subcontractor working on this Agreement an agent or employee of the Customer..

1.2 CONTRACTOR'S COMPLIANCE WITH A.R.S. §§ 35-391.06 AND 35-393.06 (BUSINESS RELATIONS WITH SUDAN AND IRAN):

- 1.2.1 By entering into the Agreement, CSC certifies it does not have scrutinized business operations in Sudan or Iran. CSC shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Customer's Procurement Officer upon request. These warranties shall remain in effect throughout the term of the Agreement.
- 1.2.2 Customer may request verification of compliance for any contractor or subcontractor performing work under the Agreement. Should Customer suspect or find that CSC or any of its subcontractors are not in compliance, Customer may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of CSC. All costs necessary to verify compliance are the responsibility of CSC.



SOLE SOURCE JUSTIFICATION FORM

This form must be included with all source procurement requests.
Please provide complete information on all relevant questions.

It is recommended that a Sole Source purchase of software support and license fee
(item to be purchased)

be made from Computer Sciences Corporation .
(company name)

Please supply a brief explanation for purpose of this purchase. Risk Management currently uses Risk master software to track the claims against Maricopa County. The department is satisfied with this system and wants to continue to use it. The software is proprietary and charges an annual support and license fee which includes maintenance and upgrades.

1. How was it determined that this commodity or service requires a sole source? Provide all documentation relevant to method for sole source determination.

- Competitive Solicitation Process ☐
- Advertisement of County Need in the County Newspaper or Record ☐
- Formal Request for Information ☐
- Other (Please provide information below describing the method used) ☒

Risk master was selected via the competitive bid process over 15 years ago. It continues to function as the department's claims tracking system. The software is a proprietary software and the support and license fee is necessary to continue to use the software for this purpose. We continue to renew after each expiration

2. Why is no other commodity or service suitable to meet your requirements?

- ☐ Not compatible with existing equipment? Please provide additional details.
- ☐ Request is for testing purposes? Please describe what this basis for the tests and benefit to Maricopa County expected. (Sole source requests for testing purposes do not substantiate a sole source for additional requirements.)
- ☒ Unique knowledge or skills? Please provide specific information that describes why this knowledge or skill is considered unique.
Would have to rebid the whole claims tracking system. The current one meets the needs of the department and works well. We are only interested in renewing the support and license fee.
- ☐ Void's warranty or guarantee? What is the duration of the warranty or guarantee and what terms require approval of this sole source request?

3. Does this request represent a mandate from the state or federal government?

Yes: ☐ No: ☒ If Yes, please describe the mandate.

4. What are the consequences of not approving the sole source request?

Risk Management would be left with an IT system that would not have any support, or be able to upgrade. The system would ultimately become useless and we would need to switch to a new system.

5. What negative consequences will result by formally bidding this requirement?

The cost would be greater to rebid for a new claims tracking system, than to just renew the support and license fee of the existing system. The current system meets the needs and works well and the department is not pursuing a new system at this time.

6. What is the estimated cost of this request?

\$49,525.88 over a 5 year period.

7. How was the cost determined to be fair and reasonable?

By estimating that trying to bid this out and getting another claims tracking system would cost more than renewing the support and license fee of our existing software.

8. Is this request a onetime requirement or is the requirement ongoing into future years?
One Time: ☐ Ongoing: ☒ If ongoing, is there a definite number of ongoing years? 5
9. What other costs will be incurred with this request? Please take into consideration annual maintenance, upgrades in future years, and other request specific factors.
\$0. This requested already includes maintance, support and upgrades.
10. Was this request budgeted for in the current or next fiscal year's budget?
Current: ☒ Next: ☐
11. Will approval of this request increase future budget requests from your department?
Yes: ☐ No: ☒ If Yes, what is the estimated amount of the increase?
12. What other methods of fulfilling this requirement have been explored?
Rebiding for a new claims tracking system

Please supply the following information:

Requesting Department: Risk Management

Requesting Individual: Samantha Wright-Sprague

Phone: (602) 506-2827

Date: 12/4/08

Sole Source Approval
Maricopa County Procurement Code / MCI-343
James F. Higgins 2/12/09
Procurement Officer Date
[Signature] 02-12-09
Materials Management Director Date